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*Counsel for Luxottica Retail North America Inc.*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

**IN RE:**

**SEARS HOLDINGS CORPORATION, *et al.***

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 18-23538-RDD**

**(Jointly Administered)**

**MOTION OF LUXOTTICA RETAIL NORTH AMERICA INC. FOR EXPEDITED  
CONSIDERATION OF ITS MOTION FOR ENTRY OF AN ORDER (I) COMPELLING  
ASSUMPTION OR REJECTION OF EXECUTORY CONTRACT; OR, IN THE  
ALTERNATIVE, (II) GRANTING LIMITED RELIEF FROM STAY**

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings, Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holding Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Product, Inc.(8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); and Sears Brands Management Corporation (5365). The location of the Debtors' corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

Luxottica Retail North America Inc. (“**Luxottica**”), by and through undersigned counsel, hereby moves (the “**Motion**”) for expedited consideration of its *Motion for Entry of an Order (i) Compelling Assumption or Rejection of Executory Contract, or, in the Alternative, (ii) Granting Limited Relief from Stay* (ECF No. 2876) (the “**Motion to Compel**”). In support of this Motion, Luxottica respectfully states as follows:

1. As set forth in greater detail in the Motion to Compel, as a result of certain transfers made by the Debtors pursuant to the APA, the Debtors are unable to perform or accept performance under the License Agreement governing Luxottica’s operation of the Sears Optical business.

2. As of the filing of this Motion, the Buyer had not yet (i) designated the License Agreement for assumption and assignment in accordance with the terms of the APA and the Sale Order; or (ii) communicated an intention to reject the License Agreement.

3. Luxottica is exposed to potentially irreparable harm through the performance of its obligations under the License Agreement<sup>2</sup> for the benefit of the Buyer prior to that time that the Buyer takes assignment of such License Agreement.

4. The Debtors, the Buyer, and Luxottica will be irreparably harmed if Luxottica ceases operation of the Sears Optical business during such time that the Buyer is determining whether to designate the License Agreement for assumption and assignment.

5. Luxottica is working with the Buyer and the Debtors to address the issues raised in the Motion to Compel and will continue to do so in the time leading up to the Omnibus Hearing. However, until the issues in the Motion to Compel are resolved, Luxottica is subjected to unwarranted exposure to loss.

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<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meaning ascribed to such term in the Motion to Compel.

WHEREFORE, Luxottica respectfully requests that the Court (i) consider the Motion to Compel on an expedited basis (ii) hear such motion at the omnibus hearing currently scheduled for 10:00 a.m. on March 21, 2019 (the “**Omnibus Hearing**”) in the above-captioned matter; (iii) require any party wishing to respond or otherwise object to the Motion to Compel to file such response or objection with the Court and to serve such objection or response upon the below signed counsel prior to the Omnibus Hearing.

Dated: March 18, 2019  
New York, New York

Respectfully submitted,

/s/ John C. Allerding

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